



ORIGINAL

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9 UNITED STATES DISTRICT COURT
10 SOUTHERN DISTRICT OF CALIFORNIA

11
12 SANDI RUSH,

13 Plaintiff,

14 vs.

15 REGAL CINEMAS, INC. dba SAN
16 MARCOS STADIUM 18;
17 GIBRALTAR SAN MARCOS S,
18 LLC; SAN MARCOS EDWARDS
19 13, LLC; SAN MARCOS
20 EDWARDS 21, LLC; SAN
21 MARCOS EDWARDS 22, LLC;
22 SAN MARCOS EDWARDS 23,
23 LLC; SAN MARCOS EDWARDS
24 24, LLC; SAN MARCOS
25 EDWARDS 25, LLC; SAN
26 MARCOS EDWARDS 26, LLC;
27 SAN MARCOS EDWARDS 27,
28 LLC; SAN MARCOS EDWARDS
29 28, LLC; SAN MARCOS
30 EDWARDS 29, LLC; SAN
31 MARCOS EDWARDS 30, LLC,

Defendants.

No. '10CV 1317 H

WVG

Plaintiff's Complaint

I. SUMMARY

1. This is a civil rights action by plaintiff Sandi Rush (“Rush”) for discrimination at the building, structure, facility, complex, property, land, development, and/or surrounding business complex known as:

San Marcos Stadium 18
1180 West San Marcos Boulevard
San Marcos, CA 92078
(hereafter referred to as “the Theater”)

2. Rush seeks damages, injunctive and declaratory relief, attorney fees and costs, against: Regal Cinemas, Inc. dba San Marcos Stadium 18; Gibraltar San Marcos S, LLC; San Marcos Edwards 13, LLC; San Marcos Edwards 21, LLC; San Marcos Edwards 22, LLC; San Marcos Edwards 23, LLC; San Marcos Edwards 24, LLC; San Marcos Edwards 25, LLC; San Marcos Edwards 26, LLC; San Marcos Edwards 27, LLC; San Marcos Edwards 28, LLC; San Marcos Edwards 29, LLC; San Marcos Edwards 30, LLC (hereafter collectively referred to as “San Marcos Stadium 18”) pursuant to the Americans with Disabilities Act of 1990, (42 U.S.C. §§ 12101 et seq.), and related California statutes.

II. JURISDICTION

3. This Court has original jurisdiction under 28 U.S.C. §§ 1331 and 1343 for ADA claims.

4. Supplemental jurisdiction for claims brought under parallel California law—arising from the same nucleus of operative facts—is predicated on 28 U.S.C. § 1367.

5. Rush’s claims are authorized by 28 U.S.C. §§ 2201 and 2202.

III. VENUE

6. All actions complained of herein take place within the jurisdiction of the United States District Court, Southern District of California, and venue is invoked pursuant to 28 U.S.C. § 1391(b), (c).

IV. PARTIES

7. San Marcos Stadium 18 owns, operates, and/or leases the Theater, and consists of a person (or persons), firm, and/or corporation.

8. Rush is a paraplegic who is unable to walk or stand, and requires the use of a wheelchair when traveling about in public. Consequently, Rush is “physically disabled,” as defined by all applicable California and United States laws, and a member of the public whose rights are protected by these laws.

V. FACTS

9. The Theater is a place of exhibition or entertainment, open to the public, which is intended for nonresidential use and whose operation affects commerce.

10. Rush visited the Theater and encountered barriers (both physical and intangible) that interfered with—if not outright denied—her ability to use and enjoy the goods, services, privileges, and accommodations offered at the facility. To the extent known by Rush, the barriers at the Theater included, but are not limited to, the following:

- The signage at the van accessible parking spaces is incorrect;
- The parking spaces have slopes and cross slopes that exceed 2.0%;
- The access aisles have slopes and cross slopes that exceed 2.0% due to the encroaching built-up curb ramp;
- The ramp leading from the disabled parking spaces has handrails that are obstructed by the mounting brackets;
- The ramp leading from the individual theatre’s door to the seating area has hand rails that are obstructed by the mounting brackets;
- None of the water closet stalls are designated as being accessible to the disabled;
- The soap dispensers are mounted outside of the required reach range limits;

- 1 • The pipes beneath the lavatories are improperly and incompletely
- 2 wrapped;
- 3 • There is insufficient clear knee space beneath the middle lavatory (of each
- 4 set of lavatories);
- 5 • There is insufficient strike side clearance when exiting the restroom;

6 *Restroom Stall No. 1 (wider stall):*

- 7 • There is no handle mounted below the water closet stall door lock;
- 8 • The toilet tissue dispenser is more than 12 inches from the front of the
- 9 water closet;
- 10 • The disposable seat cover dispenser is more than 40 inches from the floor;

11 *Restroom Stall No. 2 (narrower stall):*

- 12 • There is no handle mounted below the water closet stall door lock;
- 13 • The toilet tissue dispenser is more than 12 inches from the front of the
- 14 water closet; and,
- 15 • The disposable seat cover dispenser is more than 40 inches from the floor.

16 These barriers prevented Rush from enjoying full and equal access.

17 11. Rush was also deterred from visiting the Theater because she knew
18 that the Theater's goods, services, facilities, privileges, advantages, and
19 accommodations were unavailable to physically disabled patrons (such as
20 herself). She continues to be deterred from visiting the Theater because of the
21 future threats of injury created by these barriers.

22 12. Rush also encountered barriers at the Theater, which violate state
23 and federal law, but were unrelated to her disability. Nothing within this
24 complaint, however, should be construed as an allegation that Rush is seeking to
25 remove barriers unrelated to her disability.

26 13. San Marcos Stadium 18 knew that these elements and areas of the
27 Theater were inaccessible, violate state and federal law, and interfere with (or
28 deny) access to the physically disabled. Moreover, San Marcos Stadium 18 has

1 the financial resources to remove these barriers from San Marcos Stadium 18
2 (without much difficulty or expense), and make the Theater accessible to the
3 physically disabled. To date, however, San Marcos Stadium 18 refuses to either
4 remove those barriers or seek an unreasonable hardship exemption to excuse
5 non-compliance.

6 14. At all relevant times, San Marcos Stadium 18 has possessed and
7 enjoyed sufficient control and authority to modify the Theater to remove
8 impediments to wheelchair access and to comply with the Americans with
9 Disabilities Act Accessibility Guidelines and Title 24 regulations. San Marcos
10 Stadium 18 has not removed such impediments and has not modified the Theater
11 to conform to accessibility standards. San Marcos Stadium 18 has intentionally
12 maintained the Theater in its current condition and has intentionally refrained
13 from altering the Theater so that it complies with the accessibility standards.

14 15. Rush further alleges that the (continued) presence of barriers at the
15 theater is so obvious as to establish San Marcos Stadium 18's discriminatory
16 intent. On information and belief, Rush avers that evidence of this discriminatory
17 intent includes San Marcos Stadium 18's refusal to adhere to relevant building
18 standards; disregard for the building plans and permits issued for the Theater;
19 conscientious decision to the architectural layout (as it currently exists) at the
20 Theater; decision not to remove barriers from the Theater; and allowance that
21 San Marcos Stadium 18's property continues to exist in its non-compliant state.
22 Rush further alleges, on information and belief, that San Marcos Stadium 18 is
23 not in the midst of a remodel, and that the barriers present at the Theater are not
24 isolated (or temporary) interruptions in access due to maintenance or repairs.¹

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¹ Id.; 28 C.F.R. § 36.211(b)
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VI. FIRST CLAIM

Americans with Disabilities Act of 1990

Denial of "Full and Equal" Enjoyment and Use

16. Rush incorporates the allegations contained in paragraphs 1 through 15 for this claim.

17. Title III of the ADA holds as a "general rule" that no individual shall be discriminated against on the basis of disability in the full and equal enjoyment (or use) of goods, services, facilities, privileges, and accommodations offered by any person who owns, operates, or leases a place of public accommodation. 42 U.S.C. § 12182(a).

18. San Marcos Stadium 18 discriminated against Rush by denying "full and equal enjoyment" and use of the goods, services, facilities, privileges or accommodations of the Theater during each visit and each incident of deterrence.

Failure to Remove Architectural Barriers in an Existing Facility

19. The ADA specifically prohibits failing to remove architectural barriers, which are structural in nature, in existing facilities where such removal is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term "readily achievable" is defined as "easily accomplishable and able to be carried out without much difficulty or expense." *Id.* § 12181(9).

20. When an entity can demonstrate that removal of a barrier is not readily achievable, a failure to make goods, services, facilities, or accommodations available through alternative methods is also specifically prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

21. Here, Rush alleges that San Marcos Stadium 18 can easily remove the architectural barriers at Theater without much difficulty or expense, and that San Marcos Stadium 18 violated the ADA by failing to remove those barriers, when it was readily achievable to do so.

22. In the alternative, if it was not “readily achievable” for San Marcos Stadium 18 to remove the Theater’s barriers, then San Marcos Stadium 18 violated the ADA by failing to make the required services available through alternative methods, which are readily achievable.

Failure to Design and Construct an Accessible Facility

23. On information and belief, the Theater was designed or constructed (or both) after January 26, 1992—independently triggering access requirements under Title III of the ADA.

24. The ADA also prohibits designing and constructing facilities for first occupancy after January 26, 1993, that aren’t readily accessible to, and usable by, individuals with disabilities when it was structurally practicable to do so. 42 U.S.C. § 12183(a)(1).

25. Here, San Marcos Stadium 18 violated the ADA by designing or constructing (or both) the Theater in a manner that was not readily accessible to the physically disabled public—including Rush—when it was structurally practical to do so.²

Failure to Make an Altered Facility Accessible

26. On information and belief, the Theater was modified after January 26, 1992, independently triggering access requirements under the ADA.

27. The ADA also requires that facilities altered in a manner that affects (or could affect) its usability must be made readily accessible to individuals with disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering an area that contains a facility’s primary function also requires adding making the paths of travel, bathrooms, telephones, and drinking fountains serving that area accessible to the maximum extent feasible. Id.

² Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a private attorney general under either state or federal statutes.
Rush v. Regal Cinemas, Inc. dba San Marcos Stadium 18, et al.
 Plaintiff’s Complaint

1 28. Here, San Marcos Stadium 18 altered the Theater in a manner that
2 violated the ADA and was not readily accessible to the physically disabled
3 public—including Rush—to the maximum extent feasible.

4 Failure to Modify Existing Policies and Procedures

5 29. The ADA also requires reasonable modifications in policies,
6 practices, or procedures, when necessary to afford such goods, services,
7 facilities, or accommodations to individuals with disabilities, unless the entity
8 can demonstrate that making such modifications would fundamentally alter their
9 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

10 30. Here, San Marcos Stadium 18 violated the ADA by failing to make
11 reasonable modifications in policies, practices, or procedures at the Theater,
12 when these modifications were necessary to afford (and would not fundamentally
13 alter the nature of) these goods, services, facilities, or accommodations.

14 31. Rush seeks all relief available under the ADA (*i.e.*, injunctive relief,
15 attorney fees, costs, legal expense) for these aforementioned violations. 42
16 U.S.C. § 12205.

17 32. Rush also seeks a finding from this Court (*i.e.*, declaratory relief)
18 that San Marcos Stadium 18 violated the ADA in order to pursue damages under
19 California's Unruh Civil Rights Act or Disabled Persons Act.

20 VII. SECOND CLAIM

21 **Disabled Persons Act**

22 33. Rush incorporates the allegations contained in paragraphs 1 through
23 30 for this claim.

24 34. California Civil Code § 54 states, in part, that: Individuals with
25 disabilities have the same right as the general public to the full and free use of
26 the streets, sidewalks, walkways, public buildings and facilities, and other public
27 places.

37. Here, San Marcos Stadium 18 discriminated against the physically disabled public—including Rush—by denying them full and equal access to the Theater. The San Marcos Stadium 18 also violated Rush’s rights under the ADA, and, therefore, infringed upon or violated (or both) Rush’s rights under the Disabled Persons Act.

39. She also seeks to enjoin San Marcos Stadium 18 from violating the Disabled Persons Act (and ADA) under California Civil Code § 55, and to recover reasonable attorneys' fees and incurred under California Civil Code §§ 54.3 and 55.

Unruh Civil Rights Act

41. California Civil Code § 51 states, in part, that: All persons within the jurisdiction of this state are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

1 42. California Civil Code § 51.5 also states, in part, that: No business
2 establishment of any kind whatsoever shall discriminate against any person in
3 this state because of the disability of the person.

4 43. California Civil Code § 51(f) specifically incorporates (by
5 reference) an individual's rights under the ADA into the Unruh Act.

6 44. San Marcos Stadium 18's aforementioned acts and omissions denied
7 the physically disabled public—including Rush—full and equal
8 accommodations, advantages, facilities, privileges and services in a business
9 establishment (because of their physical disability).

10 45. These acts and omissions (including the ones that violate the ADA)
11 denied, aided or incited a denial, or discriminated against Rush by violating the
12 Unruh Act.

13 46. Rush was damaged by San Marcos Stadium 18's wrongful conduct,
14 and seeks statutory minimum damages of four thousand dollars (\$4,000) for each
15 offense.

16 47. Rush also seeks to enjoin San Marcos Stadium 18 from violating the
17 Unruh Act (and ADA), and recover reasonable attorneys' fees and costs incurred
18 under California Civil Code § 52(a).

19 IX. FOURTH CLAIM

20 **Denial of Full and Equal Access to Public Facilities**

21 48. Rush incorporates the allegations contained in paragraphs 1 through
22 13 for this claim.

23 49. Health and Safety Code § 19955(a) states, in part, that: California
24 public accommodations or facilities (built with private funds) shall adhere to the
25 provisions of Government Code § 4450.

26 50. Health and Safety Code § 19959 states, in part, that: Every existing
27 (non-exempt) public accommodation constructed prior to July 1, 1970, which is
28 altered or structurally repaired, is required to comply with this chapter.

1 51. Rush alleges the Theater is a public accommodation constructed,
2 altered, or repaired in a manner that violates Part 5.5 of the Health and Safety
3 Code or Government Code § 4450 (or both), and that the Theater was not exempt
4 under Health and Safety Code § 19956.

5 52. San Marcos Stadium 18's non-compliance with these requirements
6 at the Theater aggrieved (or potentially aggrieved) Rush and other persons with
7 physical disabilities. Accordingly, she seeks injunctive relief and attorney fees
8 pursuant to Health and Safety Code § 19953.

9 X. PRAYER FOR RELIEF

10 WHEREFORE, Rush prays judgment against San Marcos Stadium 18 for:

- 11 1. Injunctive relief, preventive relief, or any other relief the Court deems
12 proper.
- 13 2. Declaratory relief that San Marcos Stadium 18 violated the ADA for the
14 purposes of Unruh Act or Disabled Persons Act damages.
- 15 3. Statutory minimum damages under either sections 52(a) or 54.3(a) of the
16 California Civil Code (but not both) according to proof.
- 17 4. Attorneys' fees, litigation expenses, and costs of suit.³
- 18 5. Interest at the legal rate from the date of the filing of this action.

19
20 DATED: June 21, 2010

DISABLED ADVOCACY GROUP, APLC

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22 

23 LYNN HUBBARD, III
24 Attorney for Plaintiff
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³ This includes attorneys' fees under California Code of Civil Procedure § 1021.5.
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Plaintiff's Complaint

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

SANDI RUSH

(b) County of Residence of First Listed Plaintiff SAN DIEGO
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

LYNN HUBBARD, III DISABLED ADVOCACY GROUP, APLC
12 Williamsburg Lane Chico, CA 95926 (530) 895-3252

DEFENDANTS

SEE ATTACHED LIST

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

FILED
JUN 22 2010
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY WVG DEPUTY

10CV 1317H

WVG

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input checked="" type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. Section 12101, et seq.

Brief description of cause:

Ongoing violations of the ADA Construction Standards

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

06/21/2010

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 14880AMOUNT: \$3505APPLYING IFP 6/22/10 BH

JUDGE

MAG. JUDGE

CR

DEFENDANT LIST

1. REGAL CINEMAS, INC. dba SAN MARCOS STADIUM 18;
2. GIBRALTAR SAN MARCOS S, LLC;
3. SAN MARCOS EDWARDS 13, LLC;
4. SAN MARCOS EDWARDS 21, LLC;
5. SAN MARCOS EDWARDS 22, LLC;
6. SAN MARCOS EDWARDS 23, LLC;
7. SAN MARCOS EDWARDS 24, LLC;
8. SAN MARCOS EDWARDS 25, LLC;
9. SAN MARCOS EDWARDS 26, LLC;
10. SAN MARCOS EDWARDS 27, LLC;
11. SAN MARCOS EDWARDS 28, LLC;
12. SAN MARCOS EDWARDS 29, LLC;
13. SAN MARCOS EDWARDS 30, LLC

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS014880
Cashier ID: bhartman
Transaction Date: 06/22/2010
Payer Name: LYNN HUBBARD

CIVIL FILING FEE
For: RUSH V REGAL CINEMAS ET AL
Case/Party: D-CAS-3-10-CV-001317-001
Amount: \$350.00

CREDIT CARD
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.